

DATED 1st November 1996

BURGESS HILL TOWN COUNCIL

AND

ADSHEL LTD

BUS SHELTER AGREEMENT

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THIS AGREEMENT is made the 1st day of November 1996

BETWEEN:-

- (1) **BURGESS HILL TOWN COUNCIL** 38 Church Road Burgess Hill West Sussex RG15 9AE ("the Council")
- (2) **ADSHEL LIMITED** (No. 950526) whose registered office is at 33 Golden Square London W1R 3PA ("the Company")

WHEREAS:-

The Council using the powers conferred upon it by virtue of the Local Government (Miscellaneous Provisions) Act 1953 ("the 1953 Act") for the purpose of procuring the provision and maintenance of bus shelters and having obtained the necessary consents if any under section 5 of the 1953 Act has agreed to grant to the Company the right to erect bus shelters and has further agreed to grant to the Company the right to display advertisements upon those bus shelters to be erected and/or maintained by the Company in the Area upon the terms of this Agreement.

IT IS AGREED as follows:-

1. **INTERPRETATION**

1.1 In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:-

Area	that area subject to the administrative control of the Council
Commencement Date	the date upon which both parties shall have sealed this Agreement
Highway Authority	or any successor to it as a highway authority having the function as highway authority as defined in the Highways Act 1980

Erection programme the programme for the erection of the Shelters as specified in Schedule 3 or to be agreed with the Council

Shelter a bus shelter to be provided in the Area by the Company pursuant to the terms of this Agreement or a bus shelter already provided in the Area prior to the Commence date (whether by the Company or otherwise) but allocated to the Company by the Council hereunder or a bus shelter which may in the future be provided in the Area pursuant to any subsequent agreement hereunder between the Company and the Council

Sites the locations within the Area for Shelters as specified in Schedule 1 or locations for Shelters which are subsequently agreed in writing between the Company and the Council

1.2 In this Agreement unless the context otherwise requires:-

1.2.1 the singular includes the plural and reference to any gender includes the other gender;

1.2.2 references to "Clauses" are to Clauses or sub-Clauses of this Agreement and references to "Schedules" are to schedules to this Agreement.

1.3 In this Agreement:-

1.3.1. Any reference to any statute or statutory instrument or any section of part thereof includes any enactment replacing or amending it or any instrument order or regulation made under it;

1.3.2 clause heading and sub-headings are for reference purposes only and shall not affect the construction of anything in this Agreement;

1.3.3 any reference to "writing" shall include a reference to fax transmission;

1.3.4 the Schedules shall be treated as an integral part of this Agreement and references to this Agreement shall include the Schedules; and

1.3.5 any reference to the Council shall include a reference to its successors in title and the Agreement shall be binding upon and endure for the benefit of all such successors in title.

2. TERM

This Agreement shall commence on the Commencement Date and shall continue in force thereafter for a period of fifteen years subject to determination by either party in accordance with Clauses 10 or 12 and thereafter for successive periods of five years unless or until determined by either party giving to the other not less than twelve months notice in writing to expire at the end of the said period of fifteen years or at the end of each successive period of five years.

3. LICENCE TO ERECT SHELTERS AND DISPLAY OF ADVERTISEMENTS

3.1 The Council hereby grants to the Company licence and authority for the Company its servants agents and contractors to erect Shelters on the Sites in the Area pursuant to Clause 4.2

3.2 Any contractors appointed by the Company to carry out works pursuant to Clause 3.1 shall be subject to the prior written approval of the Council (which approval shall not be unreasonably delayed or withheld) and the Company accept liability for the performance of any such contractors as if such works were performed by the Company its servants or agents.

- 3.3 The Council shall not during the term of this Agreement either erect or permit any other person firm or company (apart from the Company) to erect at any location within the Area any Shelter to which advertisements will or may be attached unless the Company shall have issued prior written notice to the Council within three months of a written request therefor to the effect that it does not wish to provide a Shelter at that location provided that for the avoidance of doubt this Cause shall not apply to any Shelter which has been erected prior to the Commencement Date.
- 3.4 The Council acknowledges that the Company may from time to time identify sites within the Area which the Company considers suitable for the erection of further Shelters or where the Company wishes to take over any existing Shelters for advertising use not currently under its control and agrees that it shall give due consideration to any proposals put forward to it by the Company and shall within three months of receipt of any proposal notify the Company of its decision giving its reason(s) in any case where rejecting any site or sites.
- 3.5 The Council grants to the Company the exclusive right to affix or erect advertisements during the term of this Agreement upon each Shelter installed by the Company pursuant to this Agreement.
- 3.6 The Council shall not voluntarily accept the renewal of any contract which would prejudice in any manner the exclusive rights granted to the Company hereunder.
- 3.7 The Company shall not display or permit to be displayed any advertisement for tobacco in any form on any Shelter in close proximity to and clearly visible and identifiable from within buildings or boundaries of schools places of education or playgrounds predominantly used by persons under 18 years of age nor adjacent to entrances and exits or the pavements forming the boundaries of such schools places of education and playgrounds.

4. OBLIGATIONS - THE COMPANY

4.1 Supply of Shelters

The Company shall supply and erect Shelters on the Sites in the Area of such type or types from its current range of Shelters as are specified in Schedule 2.

4.2 Erection

4.2.1 Subject to the other provisions of this Clause 4.2 and to the provisions of Clause 6 the Company shall in accordance with the Erection Programme at its own expense and in good and workmanlike manner install or procure the erection of a Shelter on each of the Sites.

4.2.2 The Company shall at its expense before commencing the works of erection take such steps as may be necessary to ascertain whether in carrying out the works there will or may likely be any interference with statutory undertakers apparatus or any other pipes cables or drains within or adjacent to the site of the works and if so make the appropriate arrangements to safeguard the apparatus pipes cables or drains as the case may be.

4.2.3 The company shall at its expense during the works of erection take all steps as may be reasonably necessary to avoid damage or injury as a result of the works to all persons lawfully using the highway.

4.2.4 The Company shall at its own expense on completion of the works reinstate so much of the Site as is within the highway so that the highway is left in a safe condition and for this purpose the reinstatement shall be carried out in accordance with the specification set out in Schedule 4.

4.2.5 The Company shall forthwith on completion of the works notify the Council acting as agent for the Highways Authority in writing that the works have been

completed whereupon the Council acting as agent for the Highway Authority shall in writing within twenty eight days of such notification notify the Company whether or not the highway has been reinstated satisfactorily. In the event of failure on the part of the Council acting as agent for the Highway Authority to so notify the Company the highway shall be deemed to have been reinstated satisfactorily provided that in circumstances where the Council is neither the Highways Authority nor its appointed agent the Council undertakes that upon notification hereunder it shall notify the Highway Authority and obtain a response from the Highway Authority upon the reinstatement works.

4.2.6 In the event that the Council acting as agent for the Highway Authority shall within the time specified in Clause 4.2.5 notify the Company in writing that the reinstatement is not satisfactory it shall specify each defect and the Company shall at its expense carry out such further work as is necessary to remedy each defect and having done so forthwith notify the Council acting as agent for the Highway in writing accordingly and the Council acting as agent for the Highway Authority shall in turn within twenty eight days of such notification in writing notify the Company whether or not the defects have been satisfactorily remedied. In the event of failure on the part of the Council acting as agent for the Highway Authority to so notify the Company the defects shall be deemed to have been completely and satisfactorily remedied.

4.2.7 The cost of connection of each Shelter to the nearest convenient electricity supply point shall be borne by the Company up the maximum sum of five hundred pounds (£500) for each such Shelter provided that after the expiry of five (5) years from the Commencement Date the parties may from time to time agree to increase the contribution to made by the Company. Any costs in excess of five hundred pounds (£500) or as otherwise agreed shall subject to Clause 4.2.8 be borne by the Council. The Company shall pay for all electricity consumed for the purposes of the proper illumination of each Shelter and all advertising displayed thereon.

4.2.8 The Company shall notify the Council prior to the Commencement of the works of connection of any excess cost which is payable by the Council pursuant to Clause 4.2.7 and in such event the Council shall have the right to decline to meet such cost provided that it shall forthwith offer to the Company if the Company so elects as an alternative Site so far as possible as advantageous to the Company as the Site originally proposed and at which alternative Site the cost of connection is acceptable to the Council.

4.3. Maintenance:

4.3.1 The Company shall in accordance with the provisions of Schedule 3 in relation to Maintenance Response Times be responsible for repairing any structural damage to the Shelters including replacement of electrical tubes and whether such damage be caused by vandalism or civil commotion or repair where any Shelter is adversely affected by the impact of climatic or environmental condition and for keeping them clean and tidy but the Council shall be responsible for maintaining that part of the highway upon which the Shelters are erected and also the highway around the Shelters and also for collecting litter pursuant to Clause 5.1.1.

4.3.2 If in the reasonable opinion of the Council the Company shall fail to discharge its obligations pursuant to Clause 4.3.1 the Council shall forthwith issue notice in writing of such failure to the Company. If within five working days of receipt by the Company of any such notice the Company shall fail to discharge its obligations pursuant to Clause 4.3.1 the Council may at its option discharge or procure the discharge of such obligations on its own account and the Company shall be responsible for the reasonable costs directly incurred provided that the Council renders an invoice to the Company in respect of such costs within thirty days of completion of such works.

4.4. Use of Advertising Panels

4.4.1 The advertising surfaces to be utilised by the Company upon the Shelters shall be illuminated and the Company shall use its best endeavours to ensure that the advertisements it displays or permits to be displayed thereon are properly maintained and conform in all aspects with the Code of Practice relevant to such advertisements as laid down from time to time by the Advertising Standards Authority. On receipt of written notice from the Council alleging contravention of the said Code the Company shall within three working days remove any advertisement which is deemed in either the Company's reasonable opinion or in the formal opinion of the Advertising Standards Authority to fail to conform therewith.

4.4.2 A copy of the relevant Code of Practice of the Advertising Standards Authority has as the Council hereby acknowledges been delivered to the Council by the Company as at the time of execution of this Agreement.

5. OBLIGATIONS - THE COUNCIL

5.1 Co-operation and Cleaning

The Council shall grant to the Company its fullest co-operation in regard to the erection of the Shelters and in their subsequent maintenance and shall be responsible in particular for:-

5.1.1 maintaining that part of the highway upon which the Shelters are erected and also the highway around the Shelters in a clean and tidy condition and for collecting litter all pursuant to a regular cleaning programme; and

5.1.2 notifying the Company immediately it becomes aware of any structural damage to any shelter.

5.2 Re-location and Alteration

5.2.1 If at any time during the term of this Agreement:-

- 5.2.1.1 any Shelter ceases to be used by bus passengers by reason of change of route introduced by the Council;
- 5.2.1.2 the Company is prevented or prohibited from displaying advertisements on any Shelter by reason of legislation or the order of any competent authority or by reason of failing to obtain any consent or permission required under the Town and Country Planning Act 1990 or the Town and Country Planning (Control of Advertisements Regulations 1992);
- 5.2.1.3 any Shelter has to be dismantled because of works of repair maintenance reconstruction or improvement upon the highway;
- 5.2.1.4 any Shelter ceases to be within the Area whether by reason of boundary adjustments or otherwise;
- 5.2.1.5 any Shelter becomes obscured or otherwise unfit in the reasonable opinion of the Company for use for the display of advertisements;
- 5.2.1.6 any Shelter is regularly submitted to acts of vandalism which again renders it unfit in the reasonable opinion of the Company for use for the display of advertisements; or
- 5.2.1.7 any Shelter is adversely affected by the impact of climatic or environmental conditions

then in any such event the Company may at its option remove the shelter.

5.2.2 If the Company exercise its option to remove a Shelter pursuant to Clause 5.2.1 the Council shall:-

5.2.2.1 forthwith after consultation with the Company offer to the Company an alternative Site therefor within the Area as far as possible as advantageous to the Company as the former Site:

5.2.2.2 with the exception of those circumstances referred to at Clauses 5.2.1.6 and 5.2.1.7 meet the reasonable costs of the Company of relocating the Shelter to the new Site (including the cost of disconnection and reconnection of the electricity supply); and

5.2.2.3 make good at its own expense any damage to both the original and the new Sites arising as a result of the relocation exercise.

5.2.3 If at any time during the term of this Agreement the Uniform Business Rates (or equivalent charge or levy) payable by the Company in respect of any Shelter becomes such that in the reasonable opinion of the Company the continued use thereof for advertising purposes is rendered uneconomic then the Company may at its option without liability hereunder remove the Shelter save that the Council may at its option elect to accept responsibility for the payment of such portion of the Uniform Business Rates as in the reasonable opinion of the Company renders the continued use of the Shelter economic in which event the Company shall leave such Shelter in situ.

5.2.4 The Council undertakes that it will not without the prior written consent of the Company either relocate any Shelter or perform or suffer to be performed by any employee agent or contractor any work of alteration either to any Shelter or the surrounding area thereof which work might affect the structural integrity or safety of such Shelter or which in the reasonable opinion of the Company would prejudice its value for advertising purposes and in the event that work is performed in breach of this undertaking the Council shall forthwith upon

receipt of written notice from the Company as to the same make good the Shelter and/or that part of the highway upon which the Shelter is erected and also the highway around the Shelter at its expense to the reasonable satisfaction of the Company provided that nothing in this Clause shall prevent the Council or its agents from carrying out or allowing to be carried out works in the vicinity of the Shelters in the performance of its functions as a Highway Authority or in the event of an emergency and in the event of either occurrence the Council agrees that it shall or shall procure that the Highway Authority shall make good the Shelters and/or that part of the highway upon which the Shelters is erected and also the highway around the Shelter at its expense to the reasonable satisfaction of the Company.

5.2.5 The Company shall not be required to comply with any request from the Council for the re-location of any Shelter until such time as the parties have reached agreement in writing as to the new location the advertising quality of which in the sole opinion of the Company must at least equal the advertising quality of the original location.

5.2.6 Following agreement pursuant to Clause 5.2.5 the Company shall comply with the request from the Council for re-location within a reasonable time but the Council shall meet the reasonable costs of the Company in removing the Shelter and of transporting it to and erecting it at the new location (including the costs of disconnection and reconnection of the electricity supply) and also reinstate the highway to a safe condition.

5.3 Identification

The Council shall not remove alter or obliterate any notice name serial number of any other identification mark carried by any Shelter.

5.4. Timetables/Information Panels

5.4.1 The Council may affix timetables non-commercial transport notices and flags to the Company's "Townplan 2000" style Shelters so long as it shall only utilise the fixing points and like aids specifically supplied therewith for such purposes.

5.4.2 The Council may affix timetables non-commercial transport notices and flags to any Shelter other than the said "Townplan 2000" style Shelters provided that:-

5.4.2.1 it shall have obtained the prior written approval of the Company both as to the position in which an appropriate case(s) or other mounting device(s) will be affixed to the Shelter and as to the method of affixing; and

5.4.2.2 all timetables non-commercial transport notices and flags are displayed in such case(s) or other mounting device(s) approved by the Council and do not interfere with the Company's advertising panels on the Shelter.

5.4.3 The cost of any repair works required to be undertaken by the Company to any Shelter damaged as a result of any person affixing timetables non-commercial transport notices (or their respective cases) and flags shall be reimbursed forthwith by the Council to the Company and without prejudice to any other remedy which may be available to the Company hereunder the Council shall indemnify the Company against any loss of advertising revenue howsoever arising in the event that the value of the Company's advertising panels is diminished in any way for any period as a result of a breach by the Council its employees agents or contractors of any of the provision of this Clause 5.4

5.4.4 Cases for the display of timetables and non-commercial transport notices shall at all times contain timetables or non-commercial transport notices and under no circumstances shall they be permitted to remain empty. In the event that the Council fails to use such cases for the purposes of display as aforesaid for any continuous period of three months during the term of this Agreement the Company reserves the right to remove such cases and related panels and glass at the expense of the Council.

5.4.5 Save pursuant to the provision of this Clause 5.4 the Council shall ensure that neither the Council nor any employee agent or contractor shall at any time during the term of this Agreement affix any notices or signs to any Shelter or otherwise interfere with any Shelter.

5.5 Right to Contract

5.5.1 The Council acting as agent for the Highway Authority hereby warrants and confirms subject only to the issue of permissions and consents referred to at Clause 6 that:-

5.5.1.1 it has obtained where necessary all consents required under section 5 of the Local government (Miscellaneous Provision) Act 1953;

5.5.1.2 subject to Clause 5.5.1.1 it enjoys the free and unfettered right to permit the Company on the terms of this Agreement to supply and erect the Shelters and to use the Shelters for advertising purposes; and

5.5.1.3 it will not during the term of this Agreement grant similar rights in regard to the Area to any third party in accordance with Clause 3.3.

5.5.2 The Council agrees to indemnify the Company in respect of any loss or damage suffered by the Company in respect of any infringement of any third party's property rights of whatsoever nature by virtue of the provision of the Shelters at the Sites.

6. **PERMISSIONS AND CONSENTS**

The obligations of the Company pursuant to Clause 4.2.1 above are subject to the following consents and permissions having been obtained on or before the commencement of this Agreement and thereafter remaining in force throughout the term of this Agreement.

- 6.1 all necessary planning permissions for the erection of Shelters on the Sites;
- 6.2 all necessary consents under the Town and Country Planning (Control of advertisements) Regulations 1992 for the display of advertisements on all Shelters in the Area; and
- 6.3 any other consents and permissions which may by law be required.

7. **PROPERTY IN THE SHELTERS**

Shelters erected by the Company and all advertisement panels signs and advertisements affixed to any Shelter shall not by reason of attachment to any realty become or be deemed to become a fixture of or appurtenant to such realty but shall be and shall remain at all times the property of the Company free from any claim or right of the Council or of any third party whatsoever.

8. **THIRD PARTY INSURANCE/LIABILITY**

- 8.1 The Company shall at its own expense effect and maintain throughout the term of this Agreement a Third Party Insurance Policy against liability on the part of the Council for loss or damage suffered by any member of the public in consequence of any defect

in the construction or maintenance of any Shelter in a sum not exceeding five million pounds (£5,000,000) for each and every claim made against the Council.

8.2 The Company shall upon request produce a copy summary of the terms and conditions of the policy of insurance referred to under Clause 8.1 with confirmation that the premiums have been paid up to date.

8.3 The Council shall ensure that at all times during the term of this Agreement nothing is done or omitted to be done by the Council or by any employee, agent or contractor of the Council which may invalidate or render any additional premiums payable for the insurance which may be maintained by the Company in respect of any Shelter or against liability on the part of the Company for loss or damage suffered by any member of the public in consequence of any defect in the construction or maintenance of any Shelter. Any additional premium becoming payable as aforesaid shall be paid by the Council to the Company on demand.

8.4 Subject to Clause 8.1 the parties hereto shall indemnify each other against the consequences of any breach of their respective obligations under the terms of this Agreement.

9. ASSIGNMENT

The Company shall not be entitled to assign the benefit of this Agreement to any other Company without the prior written consent of the Council which shall not be unreasonably withheld save that the Company shall be entitled to assign the benefit of this Agreement without such prior written consent to More O'Ferrall Plc or any of its subsidiary or associated Companies from time to time.

10. FORCE MAJEURE

Neither party to this Agreement shall be liable in any way for any delays or failure to perform its obligations hereunder resulting from any cause or causes whatsoever beyond its reasonable

control (details of which said cause or causes must be notified forthwith in writing to the other party) provided that if the cause or causes of non-performance continue for a period in excess of three months either party may by notice in writing to the other terminate this Agreement.

11. **CONFIDENTIALITY**

During the period of this Agreement and at all times thereafter the Council shall hold keep and treat as secret and confidential all technical information specifications and any other information of a confidential nature including the business affairs and dealings of the Company imparted to it by the Company pursuant to this Agreement and shall not save with the written consent of the Company disclose the same to any person firm or Company and will use information so imparted solely in connection with the performance of its obligations under this Agreement.

12. **TERMINATION**

12.1 Without prejudice to any rights or remedies which either party may have against the other hereunder or to any subsisting obligation either party shall be entitled by notice in writing to the other forthwith to terminate this Agreement if the other party shall commit or allow to be committed any material breach of the terms of this Agreement on its part to be performed and observed and if such breach be capable of remedy shall not be so remedied within 60 days of receipt of written notice thereof by the party in breach.

12.2 The Council may terminate this Agreement forthwith by notice in writing if the Company shall become insolvent or have a receiver or manager appointed of all or any part of its assets or undertaking or shall go into liquidation (save for the purposes of amalgamation or reconstruction) or make a composition with its creditors.

12.3 If in the sole opinion of the Company the commercial viability of the Shelters as a generator of advertising revenue for the Company in the context of this Agreement as

a whole shall be prejudicially affected in any material way by reason of any factor or factors outside the reasonable control of the Company then in the event that within a reasonable time of receipt by the Council from the Company of a written notice to the effect that the commercial viability has been so prejudiced as aforesaid the parties fail to agree a variation of the terms of this Agreement which in the sole opinion of the Company preserves such commercial viability the Company may without liability terminate this Agreement forthwith by notice in writing to the Council.

12.4 If during the continuance of this Agreement the installation of any Shelter at any of the Sites shall be declared by any Governmental or judicial authority to be illegal then in the event that within a period of 28 days of receipt by the Council from the Company of written notice of such declaration the parties fail to agree a variation of the terms of this Agreement which, in the sole opinion of the Company both cures the illegality and preserves the commercial viability of the Agreement the Company may without liability terminate the Agreement forthwith by notice in writing to the Council.

12.5 The Council shall be entitled to terminate the Agreement and recover from the Company the amount of any loss directly resulting from such termination if the Company shall have:-

12.5.1 offered to given or agreed to give to any person any gift or consideration of any kind as an inducement or reward to doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other Agreement with the Council or for showing or forbearing to show favour or disfavour to any person in relation to this or any other Agreement with the Council;

12.5.2 knowingly acquiesced in the commission of like acts by any person employed by the Company or acting on its behalf;

12.5.3 in relation to this or any other Agreement with the Council either have committed itself or knowingly acquiesced in the commission by any person employed by it or acting on its behalf of an offence under the Prevention of Corruption Act 1906 or shall have give any fee or reward the receipt of which is an offence under Section 117 of the Local government Act 1972.

13. **POST TERMINATION PROVISIONS**

Unless within three months of the termination of the rights granted to the Company under Clause 3.5 in respect of any Shelter installed by the Company the Company and the Council have otherwise reached agreement as to the disposal of the relevant Shelter the Company shall at its own expense remove the Shelter but the Council shall be responsible for restoring and making good at its own expense the Site formerly occupied by the Shelter in question.

14. **NOTICES**

Any notice required to be given hereunder may be served by fax or by prepaid first class post addressed to the other party at its address as set out in this Agreement or to such other address as either party may notify to the other in writing from time to time. Any notice given by fax shall be deemed to have been served upon the first business day following the date of transmission and if given by post three days after it has been put into the post.

15. **GENERAL PROVISIONS**

15.1 This Agreement sets out the entire agreement between the parties in connection with the arrangement contemplated by this Agreement and no variation shall be valid or enforceable unless recorded in writing and signed by a director of the Company and by a competent officer of the Council.

15.2 Save as otherwise herein expressed all expenses incurred by either party in the performance of their respective obligations hereunder shall be borne by the party incurring such expense.

15.3 The parties hereto will bear their own costs and expenses incurred in the preparation of this Agreement.

15.4 If any term or provision of this Agreement shall be held to be illegal or unenforceable in whole or in part under any enactment or rule of law such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this agreement shall not be affected.

16. **PROPER LAW**

16.1 This Agreement shall be interpreted and have effect in all respects in accordance with English law.

16.2 The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. If the matter is not resolved by negotiation the parties will refer the dispute to mediation in accordance with CEDR (Centre for Dispute Resolution) procedures.

16.3 Both parties reserve all their respective rights in the event that no agreed resolution shall be reached in the mediation referred to at Clause 16.2 and neither part shall be deemed to be precluded from taking such interim formal steps as may be considered necessary to protect such party's position while the mediation or other procedures is pending or continuing.

SCHEDULE 1

THE SITES

Shelter Number	Address
1	Station Road o/s Brian Christmas
2	Civic Way nr. Library
3	London Road opp. Royal Geo Hotel
4	Station Road o/s Railway Hotel
5	Royal George Road o/s St. Edward's Chapel
6	London Road opp. Tilley's Garage
7	London Road o/s Primary School
8	Junction Road o/s No. 17
9	Lower Church Road opp. Paddling Pool
30	Valuebridge Road S of James Lane

SCHEDULE 2

THE ERECTION PROGRAMME

(To be agreed)

SCHEDULE 3

SHELTER CLEANING AND MAINTENANCE RESPONSE TIMES

Standard Arrangements

The Company shall, at its own expense, inspect and wash each Shelter and provide a full maintenance and repair service on a regular basis as undernoted:-

- ◆ a minimum cycle of 10 working day inspection of Shelters.
- ◆ full shelter wash of each Shelter on a twenty working day cycle.
- ◆ the removal of graffiti/fly posting within 48 working hours of notification.
- ◆ full repair of non urgent faults or damage within ten working days of notification.

Should the above arrangement not be undertaken for any reason within the defined periods/cycles the Council may give Company twenty working days written notice to recommence the regular maintenance and repair service. If the Company fails to do so the Council may undertake the defined regular maintenance and repair service and invoice the Company for all necessary expenses within twelve weeks of the date of the work.

Emergency Service

The Company shall maintain a service to receive and record faults or damage notified in respect of their shelters covering 24 hours a day, seven days a week. Officers of the Council will report faults as "urgent" or "less urgent". Urgent damage shall apply only where Shelters are so damaged or unsafe as to be a danger to traffic, pedestrians or property. Attendance on site in response to urgent faults or damage will be as follows:

- ◆ within 4 working hours for faults reported between 0730 and 1500 on working days.
- ◆ by 12 noon on the next working day for faults reported between 1500 and 0730 and on Saturday and Sundays.

On occasions it may be necessary for the Council to deal with extreme emergency situations in respect of company Shelters. In such circumstances the reasonable costs of attendance by the Council will be paid by the company, provided it is invoiced within twelve weeks of the date of such emergency action.

SCHEDULE 4

REINSTATEMENT SPECIFICATION

1. The Company shall be responsible before any ground works are commenced for taking due and proper care to ensure that any ground exposure has had the relevant tests carried out to eliminate contact with electrical cables and other related works below the ground surface.
2. The Company shall be responsible for cordoning off any ground work area in the interest of public safety.
3. The following list of specifications are to be used in conjunction with the Company's Building Specification and are to be interpreted as a guideline. Where any other surface is not mentioned the Company shall consult with the Council before work commences.

Concrete Footpath

Stihl saw correct sized area to be excavated which will allow 150mm minimum surround to the shelter leg. Excavate to the required depth and remove spoil on to wagon.

Back fill around leg using 4 coarse aggregate (10mm gravel) 2 fine aggregate sharp sand 1 cement wet mix concrete to half the depth of the excavation and tamp to release air voids. Repeat the same process to footway surface level and float off around each leg. Once the concrete has begun to set apply surface texture to match surrounding footway i.e. brush strokes dimpled or smooth.

Flagged Footpath

Remove the required number of whole flags to allow the necessary excavations to take place. Stihl sawing of the in-situ flagging will be unacceptable.

Excavate to the required depth and deposit soil onto the wagon.

Back fill around the legs to a depth not less than 150mm with type 4.2.1 concrete. Tamp to release all air voids.

Produce a dry mix of 9 coarse aggregate 5 fine aggregate 1 cement and back fill excavation to a depth of 50mm below the footway surface. Tamp well to provide bed for the flagging to be laid on.

Stihl saw flagging to enable a tight fit around each Bus Shelter leg and lay compacting the flagging to the correct level by means of pavios rubber maul. Brush a hand mix of 1.6 sand cement into joints of flagging to seal surface. Remove all spoil to wagon and tidy up the site.

Flexible Footway (Asphalt and Bitmac)

Square off necessary excavations with the use of mechanical tool and dig down to required level removing all excavating materials to wagon.

Back fill excavation 4.2.1 mix of concrete to a depth of not less than 150mm and tamp to release all air voids. Produce a dry mix of 9.5.1 concrete and back fill excavation to a depth of 40mm below ground level. Tamp to release air voids.

Apply hand painted bitumen to all vertical edges of the excavation and around Bus Shelter legs which will be below ground level.

Apply cold mix cut back bitmac 6mm nominal size and hand tamp to correct level. No marks or deviations to be visible in final finish. Tidy up the site.

IN WITNESS WHEREOF this Agreement has been entered into the day and year first before written.

THE COMMON SEAL OF)
BURGESS HILL TOWN COUNCIL)
was hereunto affixed the presence of:)



Witness/Solicitor

A handwritten signature in black ink, consisting of several fluid, connected strokes.

EXECUTED AS A DEED)
by ADSHEL LIMITED)
by affixing its Common)
Seal in the presence of:-)

A handwritten signature in blue ink, appearing to be "M. I. Hunt" with a flourish underneath.

Director
Secretary/Director

1075